

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALF RENTAL COMPANY, INC.,

Plaintiff,

Docket No.: 07 CV 3148 (LAK)

-against-

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL
CONTRACTORS CORP., CONSOLIDATED EDISON
OF NEW YORK, INC., TERRA DINAMICA, LLC,
CORESLAB STRUCTURES, and NICOLSON
CONSTRUCTION CO.,

Defendants.

-----X
BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X

STEPHEN H. MARCUS, an attorney duly admitted to practice before the Courts of the
State and this District Court, declares under penalty of perjury as follows:

1. I am of counsel to Lambert & Weiss, attorneys for the defendant Builders
Resource, Inc. ("BRI") and third-party defendant Steven Allard ("Allard").

2. I make and submit this declaration in reply to the opposing papers of defendant
Coreslab Structures (Conn.) Inc.'s ("CSCI") submitted in response to BRI and Allard's motions
to dismiss CSCI's cross-claims against BRI and its third-party complaint against Allard.

**BRI's Action Predates CSCI's Cross-
Claims by about Three and a Half Months**

3. CSCI suggests that BRI's Massachusetts Action predates CSCI's cross-claims by
mere days. BRI's Massachusetts Action was commenced on March 13, 2007. (Exhibit "A").

CSCI, however, did not file its cross-claims against BRI and its third-party complaint against Allard until June 28, 2007 (Exhibit "B"), three and a half months later. The Massachusetts Action is clearly the first pending action between these parties. The Massachusetts Action arises from a one-page proposal dated May 10, 2006, by which BRI agreed to perform certain work for CSCI. (Exhibit "C"). BRI alleges in its complaint that CSCI owes it \$2,274,264.75. (Exhibit "D"). Neither BRI nor CSCI maintains offices in New York. BRI's work at Mott Haven was completed nearly a year ago. The major witnesses to BRI's work are in Connecticut and Rhode Island. As the first filing plaintiff, BRI is entitled to have its choice of forum respected, particularly since neither CSCI nor BRI has offices in this state.

4. Moreover, CSCI's cross-claims are grafted onto ALF's action for payment for the alleged rental of timber crane mats. ALF's action appears to be fatally defective and may ultimately be quickly disposed of by summary judgment. ALF claims that it had a written contract with BRI. (Exhibit "E"). The copy of the alleged "agreement" is attached to ALF's complaint, however, is not signed by BRI. In contrast, BRI's agreement with third-party defendant Bay Crane, signed by BRI and Bay Crane, indicates that crane mats would be provided to BRI by Bay Crane. (Exhibit "F").

5. The BRI-Bay Crane agreement is authenticated by the accompanying affidavit of Martin Cardon, general manager of BRI.

6. In addition, ALF's mechanic's lien claim appears to be without merit, since ALF may not have been entitled to file a notice of lien. Under the BRI-Bay Crane agreement, BRI, not Bay Crane, furnished the operating crews for the cranes provided by Bay Crane. Bay Crane was thus, at most, an equipment supplier, the equivalent in New York to a "materialman." N.Y. Lien Law § 2, subd. 12. ALF, which did not supply any crane mats to BRI, but which may have supplied them to Bay Crane, would thus be a "remote materialman", and, if so, not entitled to file a notice of mechanic's lien. N.Y. Lien Law §§ 2, subd. 12, 3.

7. Thus, CSCI seeks to litigate claims, more properly raised as counterclaims in BRI's Massachusetts Action, as an appendage to what could turn out to be a wholly meritless and short-lived action by ALF. Particularly, under these circumstances, this Court should have no hesitation in dismissing CSCI's cross-claims and third-party claim in deference to the prior Massachusetts Action, or transferring them to the District Court in Massachusetts.

8. Moreover, defendant Terra Dinamica's claims, as reflected in its notice of mechanic's lien, is solely against the general contractor D'Onofrio. (Ex. "G"). Terra Dinamica makes no claim that it provided any service to CSCI or BRI. Terra's claim is clearly unrelated, in any direct way to BRI and CSCI, and their controversy.

There is No New York Nexus to CSCI's Cross-claims Against BRI and Allard

9. As shown by CSCI's own records on this motion (Ex. D to the affidavit of Leon Grant) the so-called fraudulent documents executed by Allard for BRI were either executed in Connecticut or in Massachusetts. (Exhibit "H"). None were executed in New York. As established by its own records, CSCI is a Connecticut corporation with its offices in Thomaston, Connecticut. As shown by BRI and Allard's accompanying memorandum of law, the jurisdiction of this Court should not be invoked since both the alleged tort and its alleged effect took place outside of this State.

10. By reason of the foregoing, CSCI's cross-claims against BRI, and its third-party complaint against Allard should be dismissed, or transferred to the District Court in Massachusetts.

Dated: New York, New York
September 11, 2007


STEPHEN H. MARCUS (SHM 2370)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

ALF RENTAL COMPANY, INC.,

Docket No.: 07 CV 3148 (LAK)

Plaintiff,

-against-

AFFIDAVIT

BUILDERS RESOURCE, INC., D'ONOFRIO GENERAL
CONTRACTORS CORP., CONSOLIDATED EDISON
OF NEW YORK, INC., TERRA DINAMICA, LLC,
CORESLAB STRUCTURES, and NICOLSON
CONSTRUCTION CO.,

Defendants.

-----X

BUILDERS RESOURCE, INC.,

Third-Party Plaintiff,

-against-

BAY CRANE SERVICE INC.,

Third-Party Defendant.

-----X

STATE OF RHODE ISLAND)
) SS.:
COUNTY OF PROVIDENCE)

MARTIN CARDON, being duly sworn, deposes and says:

1. I am the General Manager of defendant Builders Resource, Inc. ("BRI"). Plaintiff ALF did not have an agreement with BRI to supply timber crane mats to BRI for the Mott Haven project. The alleged copy of ALF's contract attached to its complaint was never signed by BRI. (Exhibit "E").

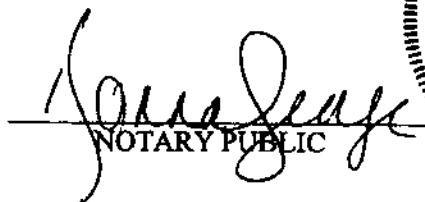
2. Attached hereto as Exhibit "F" is BRI's agreement with third-party defendant Bay Crane Service, Inc. ("Bay Crane"). Under that agreement, signed by both Bay Crane and

BRI, Bay Crane was to furnish and transport the timber crane mats to the job site, in addition to providing cranes. The mat rental rates stated in the agreement are for each day's rent of mats varying in size from 4 feet wide to 24 feet to 30 feet long. Bay Crane supplied the timber crane mats to BRI; ALF did not.



MARTIN CARDON

Sworn to before me this
10th day of September, 2007



DONNA GEORGE
NOTARY PUBLIC



Exhibit "A"

**United States District Court
District of Massachusetts (Worcester)
CIVIL DOCKET FOR CASE #: 4:07-cv-40057-FDS**

Builders Resource, Inc. v. Coreslab Structures Conn, Inc.
Assigned to: Judge F. Dennis Saylor, IV
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 03/13/2007
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff**Builders Resource, Inc.**

represented by **Robert N. Meltzer**
Attorney at Law
P.O. Box 1459
Framingham, MA 01701
508-872-7116
Fax: 508-647-0332
Email: robmeltzer@aol.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant**Coreslab Structures Conn, Inc.**

represented by **Edward J. Frisch**
Lindabury, McCormick, Estabrook & Cooper
53 Cardinal Drive
P.O. Box 2369
Westfield, NJ 07091-2369
908-233-6800
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Craig F. Anderson
Quinlan & Sadowski, PC
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062
781-440-9909
Fax: 781-440-9979
Email: canderson@qsatlaw.com
ATTORNEY TO BE NOTICED

David T. Keenan
Quinlan & Sadowski, P.C.
11 Vanderbilt Avenue
Suite 250
Norwood, MA 02062-5056
781-440-9909
Fax: 781-440-9979
Email: dkeenan@qsatlaw.com
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
------------	---	-------------

Exhibit "B"

Stephanie

From: NYSD_ECF_Pool@nysd.uscourts.gov
Sent: Thursday, June 28, 2007 8:48 PM
To: deadmail@nysd.uscourts.gov
Subject: Activity in Case 1:07-cv-03148-KMK ALF Rental Company, Inc. v. Builders Resource, Inc. et al
Answer to Complaint

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT
RESPOND to this e-mail because the mail box is unattended.**

*****NOTE TO PUBLIC ACCESS USERS*** You may view the filed documents once without
charge. To avoid later charges, download a copy of each document during this first viewing.**

U.S. District Court

United States District Court for the Southern District of New York

Notice of Electronic Filing

The following transaction was entered by Yaffe, Scott on 6/28/2007 at 8:47 PM EDT and filed on 6/28/2007

Case Name: ALF Rental Company, Inc. v. Builders Resource, Inc. et al
Case Number: 1:07-cv-3148
Filer: Coreslab Structures
Document Number: 20

Docket Text:

ANSWER to Complaint with JURY DEMAND., THIRD PARTY COMPLAINT against Steve Allard., CROSSCLAIM against all defendants., COUNTERCLAIM against all plaintiffs. Document filed by Coreslab Structures.(Yaffe, Scott)

1:07-cv-3148 Notice has been electronically mailed to:

Richard Lewis Herzfeld rherzfeld@aol.com

Scott A Levinson levinsons@coned.com

Stephen H. Marcus Stephen_Marcus@lambertweiss.com

Stephen H. Marcus stephen_marcus@lambertweiss.com

Scott Mark Yaffe smyaffe@comcast.net

1:07-cv-3148 Notice has been delivered by other means to:

The following document(s) are associated with this transaction:

Document description: Main Document

Exhibit "C"

COPIED

CORESLAB.
STRUCTURES
 (CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
 1023 Waterbury Road, Thomaston, CT 06787-2026
 Ph. (860) 283-8281 Fax (860) 283-0165

Purchase Order

Issued To: Builders Resource Inc
 101 Nasonville Rd
 Hartsville, RI 02830

P.O. No. 0717

Ship To: Mott Haven Substation
 415 Bruckner Blvd.
 Bronx, NY 10454

Order Date: 10-May-08

Terms:

Your Quotation: Confirmed

To:

F.O.B.

PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS

1. Show our order number on all related invoices, correspondence, bill of lading and packages.
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.
3. Send invoices in duplicate to above address unless otherwise instructed in writing.
4. No packing charges allowed without written approval.
5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cost discount.
6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Units	Items Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345K#-659 pcs Admire=262 pcs 1.3K#=183 pcs Total=1,044 pcs of Precast Erected and attached to the Mott-Haven Substation bldg per erection dwgs and PC standards. Completion: July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00

Item No.	Accounting Code	Detail No.	Requested By	Approved By	Shp/Hdl Taxes	
					Total Price	\$3,478,000.00
			John J. Brigitano JR.	<i>John J. Brigitano JR.</i>	Coreslab Structures (Conn)	By
					Authorized Agent	
					Builders Resource Inc	By <i>John J. Br.</i>



P.O. Box 279, Thomaston, CT 06787-0279
 1923 Waterbury Road, Thomaston, CT 06787-2028
 (800) 283-6281

CHANGE ORDER

Attn: Steve Altaro
 Builders Resource Inc
 101 Naconville Rd
 Hartville, RI 02830

Re: Mott Haven Substation
 415 Bruckner Blvd.
 Bronx, NY 10458

INVOICE NUMBER	QUOTE NO.	CUSTOMER NAME	JOB NO.	ENTITY NO.	TERMS
10110000		BRI	80111	0012110000BRI	
CHG. ORDER NO.	F.O.B. Johnson INMA		MA		30

CD-001BRI This C.O. is for X-01 through X-38 and X-40, with X-08, 14, 21, 23, 25, 33 & 36, withdrawn.
 Note: C.O. X-01 through X-06 has been previously paid in July.
 C.O. X-07 through X-16 has been previously paid in August.
 C.O. X-17 through X-20 has been previously paid in September.

X1 - 38 & 40(exclude 8, 14, 21, 23, 25, 33, 36, \$1,465,099.46
Subtotal \$1,465,099.46
DI-3% Included
Total \$1,465,099.46 -\$1,465,099.00

Please have an Authorized Company representative sign and return for billing.
 Please expedite Change-Order, work can not be performed until written consent is received.

REVISED CONTRACT AGREEMENT

The Subcontract Sum prior to this Change Order:	\$ 3,478,000.00
The Subcontract Sum will be increased by this change order:	\$1,465,099.00
The new Subcontract Sum, including this Change Order will be	\$ 4,343,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below.

O'ONORFIO GENERAL CONTRACTORS
 CONTRACTOR

By Steve M. Altaro

DATE 10/11/06

CORESLAB STRUCTURES (CONN) INC
 SUBCONTRACTOR

By Leon Grant V.P./General Manager

DATE 10/11/06

03/12/2007 04:13 508-876-2001

BRI PROJECT MANAGEMENT

PAGE 02/83

5:03 PM

03/12/07

Builders Resource, Inc.
Open Invoices
As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
Corelab					
Mott Haven Contract					
Mott Haven Retainage					
Invoice	4/25/2006	retainage	4/25/2006	321	35,617.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	95,181.87
Invoice	7/16/2006	retainage	7/16/2006	238	64,843.09
Invoice	8/15/2006	retainage	8/15/2006	209	105,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.25
Total Mott Haven Retainage					
					347,800.01
Mott Haven Extras					
Invoice	3/9/2007	MH-X46	3/9/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/9/2007	3	13,360.18
Total Mott Haven Extras					
					50,815.22
Mott Haven Contract - Other					
Invoice	8/15/2006	MH-08-CO-...	8/15/2006	209	97,496.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO-...	8/15/2006	209	8,850.70
Invoice	8/15/2006	MH-14-CO-...	8/15/2006	209	6,543.75
Invoice	8/15/2006	MH-15-CO-...	8/15/2006	209	8,563.65
Invoice	8/15/2006	MH-16-CO-...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO-...	8/15/2006	209	40,060.87
Invoice	8/15/2006	MH-18-CO-...	8/15/2006	209	11,434.65
Invoice	8/15/2006	MH-20-CO-...	8/15/2006	209	19,430.65
Invoice	8/15/2006	MH-23-CO-...	8/15/2006	209	4,313.66
Invoice	8/15/2006	MH-24-CO-...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO-...	8/15/2006	209	31,962.73
Invoice	8/15/2006	MH-10-CO-...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO-...	8/15/2006	209	175,969.50
Invoice	8/15/2006	MH-32-CO-...	8/15/2006	209	205,069.65
Invoice	8/15/2006	MH-25-CO-...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO-...	8/15/2006	209	226,000.00
Invoice	9/15/2006	MH-21	9/15/2006	178	127,028.88
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-29-CO-...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO-...	10/15/2006	148	51,908.34
Invoice	3/12/2007	FC 18	3/12/2007		171,223.49
Total Mott Haven Contract - Other					
					1,875,849.62
Total Mott Haven Contract					
					2,274,284.75
Total Corelab					
					2,274,284.75
TOTAL					
					2,274,284.75

83/12/2007 04:13 508-876-2001

BRI PROJECT MANAGEMENT

PAGE 03/03

Builders Resource, Inc.

770 Douglas Turnpike
Harrisville, RI 02830-1609

Finance Charge

Date	Invoice #
3/12/2007	PC 16

Bill To
Coveslab, Inc. 1023 Waterbury Road Thomaston, CT 06787

Terms

Description	Amount
Finance Charge on Overdue Balance Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006 Invoice #MH-11-CO-7 for 97,500.00 on 08/15/2006 Invoice #MH-13-CO-09 for 8,659.70 on 08/15/2006 Invoice #MH-14-CO-10 for 6,543.75 on 08/15/2006 Invoice #MH-15-CO-11 for 8,363.65 on 08/15/2006 Invoice #MH-16-CO-12 for 3,810.46 on 08/15/2006 Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006 Invoice #MH-18-CO-14 for 21,434.65 on 08/15/2006 Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006 Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006 Invoice #MH-24-CO-19 for 3,344.72 on 08/15/2006 Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006 Invoice #MH-19-CO-06 for 110,030.90 on 08/15/2006 Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006 Invoice #MH-22-CO-17 for 203,869.85 on 08/15/2006 Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006 Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006 Invoice #MH-21 for 127,026.88 on 09/15/2006 Invoice #MH-28 for 28,721.25 on 10/10/2006 Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006 Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006	171,223.49

Total	\$171,223.49
Payments/Credits	\$0.00
Balance Due	\$171,223.49

Exhibit "D"

Robert N. Meltzer
Attorney At Law

P.O. Box 1458
Framingham, MA 01701
508-872-7116
robmeltzer@sol.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION

BUILDERS RESOURCE, INC.)	AMOUNT \$ <u>405,438</u>
Plaintiff)		SUMMONS ISSUED <u>✓</u>
v.)		LOCAL RULE 4.1 <u>✓</u>
CORESLAB STRUCTURES)		WAIVER FORM <u>✓</u>
CONN, INC.)		MCF ISSUED <u>✓</u>
Defendant)		BY DPTY. CLK <u>5/9/07</u>
		DATE <u>3-13-07</u>
Civil Action No. 07-40057FQ		

VERIFIED COMPLAINT BASED UPON DIVERSITY OF CITIZENSHIP

This is an action brought by Builders Resource, Inc., a citizen of Massachusetts, against Coreslab Structures (Conn), Inc., for funds due and owing under a construction contract.

1. Plaintiff, Builder Resource, Inc. ("the Plaintiff") is a business entity with a place of business at 180 Main Street in Blackstone, Worcester County, in the Commonwealth of Massachusetts.
2. Defendant, Coreslab Structures (Conn), Inc. ("the Defendant") is a business entity with a place of business at 1023 Waterbury Road, Thomaston, in the state of Connecticut.
3. There is complete diversity between the parties, and damages exceed the statutory minimum.
4. This suit is brought in the venue of the residence of the Plaintiff.
5. Personal jurisdiction is had over the Defendant, as the Defendant conducts in construction business nationally, and presently is engaged in construction of the same type and nature within the Commonwealth of Massachusetts, including a project at Children's Hospital in Boston, in the Commonwealth of Massachusetts.

Robert N. Meltzer
Attorney At Law

P.O. Box 1459
Framingham, MA 01701
508.872.7116
robmeltzer@att.net

6. This forum is as convenient as any other, as no particular forum contains all parties, documents or witnesses in this case.
7. The Plaintiff and the Defendant entered into a contract on May 10, 2006, for certain construction work at the Mott Haven Substation in the Bronx, in the state of New York. ("the Project").
8. The Plaintiff performed its work for the Defendant in the form of contract work, as well as extras to the contract. The total contract price, including all additions to the contract, total \$4,943,099.
9. Notwithstanding the Plaintiff's performance, the Defendant has not paid the Plaintiff for the Plaintiff's work.
10. The Plaintiff is owed \$2,274,264.75.

COUNT I

BREACH OF CONTRACT

11. The Plaintiff restates paragraphs 1-10 and incorporates them herein by reference.
12. The Defendant's failure to pay the Plaintiff constitutes a breach of the contract between the Plaintiff and the Defendant.
13. As a result of the Defendant's breach, the Plaintiff has sustained the loss of its expectancy under the contract, and has sustained incidental and consequential damages foreseeable at the time of formation of the contract.

COUNT II

ACCOUNT STATED

14. The Plaintiff restates paragraphs 1-13 and incorporates them herein by reference.

Robert N. Meltzer
Attorney At Law

P.O. Box 1459
Framingham, MA 01701
(508) 872-7116
robmeltzer@rol.com

15. The Defendant received the invoice of account stated herein without objection and otherwise promised to pay all obligations.
16. The Defendant has not paid The Plaintiff on its account.
17. The Defendant owes the Plaintiff on account stated.

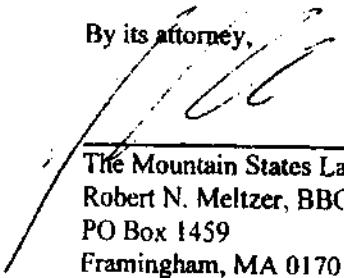
WHEREFORE, The Plaintiff respectfully prays that this Honorable Court:

1. Enter judgment for the Plaintiff and against the Defendant on all counts;
2. That this court award the Plaintiff its expectancy damages pursuant to Count I together with interest;
3. That this court award the Plaintiff damages in its itemized account stated invoice in Count II together with any interest; and
4. Any further relief deemed just and appropriate by this Honorable Court.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS

Respectfully Submitted,
The Plaintiff

By its attorney,


The Mountain States Law Group
Robert N. Meltzer, BBO #564745
PO Box 1459
Framingham, MA 01701
Phone: (508) 872-7116

Dated: March 6, 2007

MAR-06-2007 12:52

P. 09/09

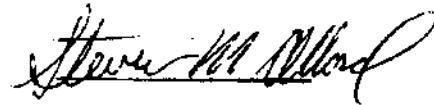
Robert N. Meltzer
Attorney At Law

P.O. Box 1434
Framingham, MA 01701
508.872.7176
robmeltzer@aol.com

VERIFICATION

I do hereby certify that I have reviewed the attached document, and that the facts contained herein stating the funds owed and the facts alleged are true to the best of my knowledge and belief, and represent a true and accurate accounting of the funds due and owing to Builder Resource, Inc.

Signed under the pains and penalties of perjury this 6th day of March, 2007



COPY

**CORESLAB.
STRUCTURES**
(CONN) INC.

P.O. Box 279, Thomaston, CT 06787-0279
1023 Wisterbury Road, Thomaston, CT 06787-2026
Ph. (860) 283-8281 Fax (860) 283-0165

Purchase Order

Issued To: Builders Resource Inc
101 Nasonville Rd
Hartville, RI 02830

P.O. No. 0717

Order Date: 10-May-06
Terms:

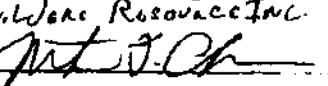
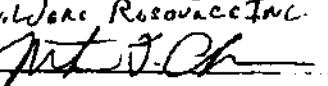
Ship To: Mott Haven Substation
415 Bruckner Blvd.
Bronx, NY 10454

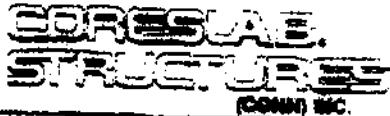
Your Quotation: Confirmed
To:
F.O.B.

PLEASE ENTER OUR ORDER FOR THESE ITEMS SUBJECT TO THESE CONDITIONS

1. Show our order number on all related invoices, correspondence, bill or leading and packages.
2. Acknowledge our order promptly, including a statement of your ability to ship all items to meet specified delivery dates.
3. Send invoices in duplicate to above address unless otherwise instructed in writing.
4. No packing charges allowed without written approval.
5. Acceptance of all items subject to our inspection notwithstanding prior payment to obtain cost discount.
6. Items rejected due to inferior quality will be returned to you; all transportation expense both ways for your account and are not to be replaced except upon written instructions.

Item No.	Quantity Ordered	Quantity Received	Units	Item Description and/or Stock Number	Price		
					Unit	Per	Extended
1	1			345kv=659 pcs Admin=262 pcs 13kv=183 pcs Total=1044 pcs of Precast Erected and attached to the Mott- Haven Substation bldg per erection dwgs and PC standards. Completion July 31, 2006 As per attach contract & Quotation	ea	\$3,478,000.00	\$3,478,000.00

Item No.	Accounting Code	Detail No.	Requested By	Approved By:	Ship/Hold Taxes
			Donald W. Brigatano Jr.		Total Price: \$3,478,000.00 Coreslab Structures (Conn) By:  Authorized Agent Builders Resource Inc. By: 



P.O. Box 279, Thomaston, CT 06787-0279
 1923 Waterbury Road, Thomaston, CT 06787-2029
 (800) 283-6261

Attn: Steve Altaro
 Builders Resource Inc
 101 Nissomville Rd
 Hartville, RI 02830

Re: Matt Haven Subagent
 415 Bruckner Blvd
 Bronx, NY 10454

REFERENCE NUMBER	QUOTE NO.	CUSTOMER NAME	JOB NO.	ENTITLEMENT	TERMS
X01102888	BR		80111	80111	
CHG. ORDER NO.	F.O.B. INVOICE	MA		3	
	N/A				

CO-4618R: This C.O. is for X-01 through X-36 and X-40, with X-06, 14, 21, 28, 25, 33 & 36, withdrawn.
 Note: C.O. X-01 through X-06 has been previously paid in July.
 C.O. X-07 through X-16 has been previously paid throughout.
 C.O. X-17 through X-20 has been previously paid in September.

X1 - 38 & 40(exclude 8, 14, 21, 23, 25, 33, 36)	\$1,465,099.46
Subtotal	\$1,465,099.46
CH 4 %	Included
Total	\$1,465,099.46 - \$1,465,099.00

Please have an Authorized Company representative sign and return for billing.
 Please expedite Change-Order: work can not be performed until written consent is received.

REVISED CONTRACT AGREEMENT

The Subcontracted Sum prior to this Change Order:	\$ 3,478,000.00
The Subcontracted Sum will be increased by this change order:	\$ 1,465,099.00
The New Subcontract Sum including this Change Order will be:	\$ 4,943,099.00

The work and terms of payment covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

IN WITNESS WHEREOF the said parties have caused this agreement to be executed as of the day and year signed below.

MONCIRIO GENERAL CONTRACTORS
 CONTRACTOR

By Steve M. Altaro
 DATE 10/11/06

CORESLAB STRUCTURES (CONN) INC
 SUBCONTRACTOR

By Leon Grant V.P./General Manager
 DATE 10/11/06

03/12/2007 04:13 588-876-2001

BRI PROJECT MANAGEMENT

PAGE 82/83

8:03 PM

03/12/07

Builders Resource, Inc.
Open Invoices
As of March 12, 2007

Type	Date	Num	Due Date	Aging	Open Balance
Corelab					
Mott Haven Contract					
Mott Haven Retainage					
Invoice	4/25/2006	retainage	4/25/2006	321	35,817.04
Invoice	5/15/2006	retainage	5/15/2006	301	29,141.22
Invoice	6/15/2006	retainage	6/15/2006	270	95,181.87
Invoice	7/15/2006	retainage	7/15/2006	239	64,843.09
Invoice	8/15/2006	retainage	8/15/2006	208	185,731.44
Invoice	9/15/2006	retainage	9/15/2006	178	14,114.10
Invoice	10/10/2006	retainage	10/10/2006	153	3,191.26
Total Mott Haven Retainage					347,800.01
Mott Haven Extras					
Invoice	3/9/2007	MH-X46	3/8/2007	4	37,425.04
Invoice	3/9/2007	MH-X47	3/8/2007	3	13,390.18
Total Mott Haven Extras					50,815.22
Mott Haven Contract - Other					
Invoice	8/15/2006	MH-08-CO-...	8/15/2006	209	97,496.33
Invoice	8/15/2006	MH-11-CO-7	8/15/2006	209	97,500.00
Invoice	8/15/2006	MH-13-CO-...	8/15/2006	209	8,859.70
Invoice	8/15/2006	MH-14-CO-...	8/15/2006	209	8,543.73
Invoice	8/15/2006	MH-15-CO-...	8/15/2006	209	8,563.65
Invoice	8/15/2006	MH-16-CO-...	8/15/2006	209	5,810.46
Invoice	8/15/2006	MH-17-CO-...	8/15/2006	209	40,080.97
Invoice	8/15/2006	MH-18-CO-...	8/15/2006	209	11,434.65
Invoice	8/15/2006	MH-20-CO-...	8/15/2006	209	19,436.62
Invoice	8/15/2006	MH-23-CO-...	8/15/2006	209	4,313.68
Invoice	8/15/2006	MH-24-CO-...	8/15/2006	209	5,544.72
Invoice	8/15/2006	MH-26-CO-...	8/15/2006	209	31,962.73
Invoice	8/15/2006	MH-10-CO-...	8/15/2006	209	110,030.90
Invoice	8/15/2006	MH-12-CO-...	8/15/2006	209	175,969.50
Invoice	8/15/2006	MH-13-CO-...	8/15/2006	209	205,069.45
Invoice	8/15/2006	MH-25-CO-...	8/15/2006	209	437,500.00
Invoice	8/15/2006	MH-27-CO-...	8/15/2006	209	225,000.00
Invoice	9/15/2006	MH-21	9/15/2006	178	127,028.85
Invoice	10/10/2006	MH-28	10/10/2006	153	28,721.25
Invoice	10/15/2006	MH-29-CO-...	10/15/2006	148	5,071.00
Invoice	10/15/2006	MH-30-CO-...	10/15/2006	148	51,906.36
Invoice	3/12/2007	FC 18	3/12/2007		171,223.45
Total Mott Haven Contract - Other					1,875,849.52
Total Mott Haven Contract					
Total Corelab					
TOTAL					

03/12/2007 04:13 588-876-2801

BRI PROJECT MANAGEMENT

PAGE 83/83

Builders Resource, Inc.

770 Douglas Turnpike
Harrisville, RI 02830-1609

Finance Charge

Date	Invoice #
3/12/2007	PC 16

Bill To
Corestab, Inc. 1023 Waterbury Road Thomaston, CT 06787

Terms

Description	Amount
Finance Charges on Overdue Balance Invoice #MH-08-CO-04 for 97,496.33 on 08/15/2006 Invoice #MH-11-CO-7 for 97,300.00 on 08/15/2006 Invoice #MH-13-CO-09 for 8,639.70 on 08/15/2006 Invoice #MH-14-CO-10 for 6,343.75 on 08/15/2006 Invoice #MH-15-CO-11 for 8,363.63 on 08/15/2006 Invoice #MH-16-CO-12 for 5,810.46 on 08/15/2006 Invoice #MH-17-CO-13 for 40,060.97 on 08/15/2006 Invoice #MH-18-CO-14 for 11,434.65 on 08/15/2006 Invoice #MH-20-CO-16 for 19,439.65 on 08/15/2006 Invoice #MH-23-CO-18 for 4,313.68 on 08/15/2006 Invoice #MH-24-CO-19 for 5,544.72 on 08/15/2006 Invoice #MH-26-CO-21 for 31,962.73 on 08/15/2006 Invoice #MH-10-CO-06 for 110,030.90 on 08/15/2006 Invoice #MH-12-CO-08 for 175,969.50 on 08/15/2006 Invoice #MH-22-CO-17 for 203,869.85 on 08/15/2006 Invoice #MH-25-CO-20 for 437,500.00 on 08/15/2006 Invoice #MH-27-CO-22 for 225,000.00 on 08/15/2006 Invoice #MH-21 for 127,026.88 on 09/15/2006 Invoice #MH-28 for 28,721.25 on 10/10/2006 Invoice #MH-29-CO-23 for 5,071.00 on 10/15/2006 Invoice #MH-30-CO-24 for 51,906.36 on 10/15/2006	171,223.49

Total	\$171,223.49
Payments/Credits	\$0.00
Balance Due	\$171,223.49

Exhibit "E"

ALF RENTAL COMPANY INC.

122 W. Shadfield Avenue
 Englewood, New Jersey 07631
 (201) 871-8888, Fax (201) 871-8888

EQUIPMENT
 RENTAL AGREEMENT

BUILDERS RESOURCE INC.
 101 Nasaville Road
 Nasaville, NJ 02830

Tel. #401-762-0262
 Fax #401-762-0312

Attention: Steve Allard (Call #401-623-6135)

WE PROPOSE to rent you the following equipment subject to terms and conditions hereinfor stated:
 Seventy Eight (78) Hardwood Crane Mats: (30) 24'x4'x1', (30) 26'x4'x1' & (18) 30'x4'x1'.
 If rental equipment is not returned or returned in a damaged condition, you are responsible for the amount of
 \$1,200.00 per 24' Mat, \$1,450 per 26' Mat & \$1,700 per 30' Mat.

RENTAL is to be at the rate of \$6.00 per 24' Mat/Day, \$7.50 per 26' Mat/Day & \$9.00 per 30' Mat/Day from the date of delivery
 until equipment is returned to us. Rental rate based on (7) day work week with a minimum of a (7) day rental.

TERMS: NET 30 DAYS FOB OUR YARD.

DELIVERY of equipment is to be made to you on: Rental on all Mats began on May 1, 2006 (Mats held for this job), for use at
 Mett Haven (Brew).

ALL TRANSPORTATION CHARGES from point of delivery to destination and return charges to point of delivery are to be
 paid by you. Loading Charge of \$150 per trailer and an Unloading Charge of \$150 per trailer in our yard.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as
 received less wear incident to normal use. An \$80 per Unit cleaning and/or maintenance charge will be incurred if the item is returned
 to us with debris (dirt, garbage, steel, etc.). If wood damage (spacers) are not returned, a charge of \$6.00 per unit will be incurred.

WE ASSUME NO LIABILITY for loss or damage on account of accidents, delays due to defective material or delays in the
 delivery or removal of equipment.

YOU REPRESENT THAT YOU ARE FULLY RESPONSIBLE with proper methods for installation, use and maintenance of
 the equipment. You are solely responsible for its installation, use and maintenance and agree to do so in a proper and safe manner.

YOU SHALL INDEMNIFY US AND HOLD US HARMLESS against all losses, claims, suits, damages, expenses and/or
 penalties, including attorney's fees, arising out of any matter concerning the equipment occurring during the rental period or while the
 equipment is otherwise in your possession, including but not limited to claims of personal injury or property damage.

YOU SHALL SECURE general liability insurance policy, naming us as a coinsured, to afford protection with limits, for each
 occurrence, of not less than Two Million Dollars (\$2,000,000.00) with respect to personal injury and death, and Five Hundred
 Thousand Dollars (\$500,000.00) with respect to property damage.

WE RESERVE THE RIGHT, if rental is in default under the terms of this agreement, or if in our opinion equipment is being
 damaged in excess of ordinary wear and tear, to take possession of our property at once.

ENTIRE AGREEMENT: This agreement sets forth the entire agreement and understanding between the parties on the subject
 matter thereof, and merges all prior discussions and negotiations between them. Neither of the parties shall be bound by any
 conditions, definitions, representations or warranties with respect to the subject matter of this agreement other than as expressly
 provided herein or as duly set forth on or subsequent to the date hereof in a writing signed by a duly authorized representative of the
 party to be bound thereby.

ATTORNEYS FEES: In the event of a breach of this agreement, the injured party shall be entitled to recover reasonable
 attorneys' fees and costs of collection.

NOTICE: - If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in
 full effect when such shipment is made.

NOTE: Please sign copy of this contract & return to, ALF RENTAL COMPANY, INC.

By:

Robert L. Deacon Jr.
 VICE PRESIDENT

ACCEPTANCE

Accepted this, on the 1st day of May, 2006.

Accepted by (Builders Resource Inc.):

Signature

Print Name

Title

Exhibit "F"

BAY CRANE

"New York's Leader in crane rental and specialized transportation solutions"

11-02 43rd Avenue Long Island City, NY 11101 TEL: 718 - 392-0800 FAX: 718 - 349-8881

May 8, 2006

Builders Resource Inc.
181 Nasoneville Road
Nasoneville, RI 02880
Attention: Mr. Steve Allard

RE: Agreement for Crane Rental

As per your request for equipment; please review the following terms and make sure that the BRI is in full agreement.

Liebherr LR 1400/2

\$70,000 month + fuel + tax bare rental (175 Hours, all else Pro Rate)
\$50,000 Trucking Cost Each Way
\$125 Straight Time; \$225 Overtime hour Mechanic(s) to aid in machine assembly
Rental period begins 5/01/06.

Liebherr LTM 1400 Rental Rates

\$8,500 day + fuel + tax bare rental (8 Hours, all else Pro Rate)
\$26,000 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

Tadano GR 400 XL-4 Rental Rates

\$850 day + fuel + tax bare rental (8 Hours, all else Pro Rate)
\$3,400 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

Grove GMK 4100 Rental Rates

\$1,210 day + fuel + tax bare rental (8 Hours, all else Pro Rate)
\$4,840 week + fuel + tax bare rental (40 Hours, all else Pro Rate)

All operating engineers paid by BRI directly in accordance with Local 14/18 union contracts

Trucking of Crane Mats and Rent and any additional crane breaking

As per Bay Crane rates of \$1,100 Straight Time M-F, \$185 Overtime, \$210 premium time per tractor utilized. NO charge for additional trailers
to haul multiple rates.

Mat Rental Rates

24'-\$8.00 28'-\$7.50 30'-\$9.00

Shuttle Trucks

\$950 per day Straight Time 7AM-3:30PM; \$145 per Overtime hour; \$170 per premium time hour

All permits, fuel, insurances, and engineering cost paid directly by BRI

All Bay Crane standard terms and conditions and standard rental agreement apply

Payment Terms

Mobilization of Crane Paid in Advance

Equipment Rental Invoice to be paid in full within 30 days of Invoice Date

1% per month finance charge on any unpaid amounts past due.

If matter is referred to collection an additional 20% will be added for attorney's fees.

Any dispute will be documented on site and signed jointly by each party, and any notification of dispute shall be given in writing within 5 days of receipt of invoice. Any disputes after will be considered null and void.


Builders Resource Inc.
Name: STEVEN ALLARD
Title: CFO


Bay Crane Service Inc.
Name: Kenneth Berman
Title: President C.O.O.

Actual Invoice Amount Dependent Upon Actual Hours Worked and unit prices that apply

All Bay Crane standard terms and conditions apply

Most Crane Specifications are Available at www.baycrane.com

BAY CRANE SERVICE, INC.

(718) 392-0800

STANDARD RENTAL AGREEMENT

11-02 43rd Avenue

Long Island City, N.Y. 11101,

BSI - Builders Resource Inc.
 TO: 101 Nassauville Road
 Nassauville, RI 02830

WE PROPOSE TO RENT YOU THE FOLLOWING EQUIPMENT SUBJECT TO TERMS AND CONDITIONS HEREINAFTER STATED:

ALL RISK PHYSICAL DAMAGE insurance coverage is to be provided by you in the amount of \$4,000,000.00 for crane and boom

This coverage must include overload and boom coverage. Certificate of Insurance naming lessor as loss payee

shall be furnished. Liebherr LR 1400 Crawler Crane Serial No. of Machine 74264RENTAL is to be at the rate of \$ AS AGREED per DAY WEEK MONTH from the date of delivery until equipment is returned to us, rental rate based on an 8 hr. day, 5 day week, with all work in excess of this to be charged on a pro-rata basis.TERMS: NET 30 DAYS

DELIVERY of equipment is to be made to you for use at

Monday - MAY 1, 2006

Southern Blvd & Bruckner - Bronx (Matt Haven S 6)

ALL TRANSPORTATION CHARGES from this point of delivery to destination and return charges to point of delivery, are to be paid by you.

YOU ARE TO ASSUME full responsibility for equipment during rental period, and are to return it to us in as good condition as received less wear incident to normal use in the hands of a competent licensed operator. In the event that the above equipment is damaged, lost, or stolen, or in any other manner becomes otherwise unusable while in your custody under a fixed lease or rental term, you shall continue to be liable for the total rental charges and expenses for the entire lease and/or rental term.

WE assume no liability for loss or damage on account of accidents, delays due to defective material or to motor or engine troubles, or delays in the delivery or removal of equipment. YOU agree to defend and indemnify us against all loss, damage, expense and penalty arising from any action on account of personal injury or damage to property occasioned by the operation, handling or transportation of this equipment during the rental period.

YOU the lessee agree to hire a competent licensed crew to operate said equipment and to further defend, indemnify and hold said employees harmless against any claim, loss, damage, expense or penalty, including attorney's fees and to assume the entire responsibility and liability arising from any action on account of personal injury or property damage of any kind, occasioned by the operation, handling or transportation of this equipment during the rental period, whether caused directly or indirectly by the lessee, the operator or the crew.

YOU the lessee are to assume full responsibility for the securing of all operating permits required by law. Any summons issued for improper permits whether to the lessee or Bay Crane Service Inc. are to be the responsibility of the lessee.

YOU shall maintain during the term of this agreement comprehensive general liability including contractual with limits no less than a One Million Dollar combined single limit. Certificate of Insurance naming lessor as additional insured shall be furnished.

IT is understood and agreed that we shall be saved harmless from all court actions and all claims for injuries to persons or through the use of this equipment while in your possession.

THE NONPAYMENT of any bill or invoice from rental of equipment or for transportation charges within thereof shall constitute an assignment by you to the extent of the full amount of such unpaid bills or invoices of any monies which are or may become due and owing to you from your principal. Said assignment may be filed in accordance with the appropriate provisions of the Lien Law, whether the equipment is used on a private or public improvement. Said assignment shall also entitle us to advance to your position on any labor and material payment bond given on the said construction or improvement to the extent of your indebtedness to us. The acceptance of the said assignment is without waiver of any other rights we may have against you.

WE RESERVE THE RIGHT, if rental is in default under terms of this agreement, or if in our opinion equipment is being damaged in excess or ordinary wear and tear, to take possession of our property at once.

TERMS: Net A finance charge of 1% per month, 12% per annum, will be added on total balance unpaid after 30 days from date of invoice. If matter is referred for collection an additional 20% will be added for reasonable attorney's fees.

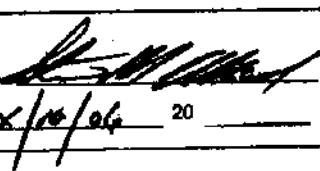
NOTICE: If shipment of this equipment is ordered by Lessee who neglects to return this contract signed, it shall be considered as in full effect when such shipment is made.

BAY CRANE SERVICE, INC.

By

*Joseph Bonsuoc***ACCEPTANCE**

Accepted this



Equipment Returned

Date

05/01/06

20

By

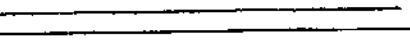


Exhibit "G"

NOV-07-2005 14:25 LEONARD J. COTTERAL, JR. 1. 202 2007-1000-1

State of New York, County of [REDACTED]

[REDACTED]

Show to before me on _____

STATE OF NEW YORK, COUNTY OF [REDACTED]

[REDACTED]

[REDACTED]

Barbara K. Kotowicz
Comm. exp. 7/31/06

202

[REDACTED]

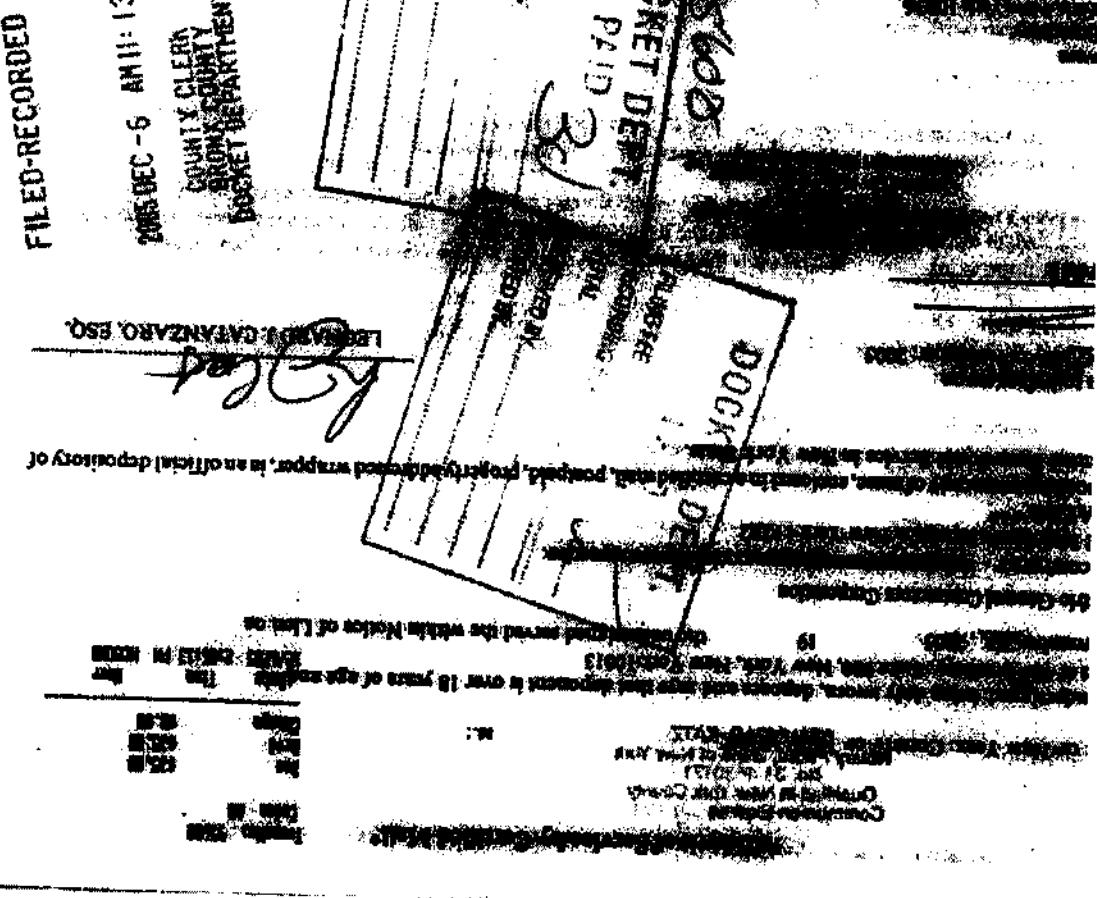
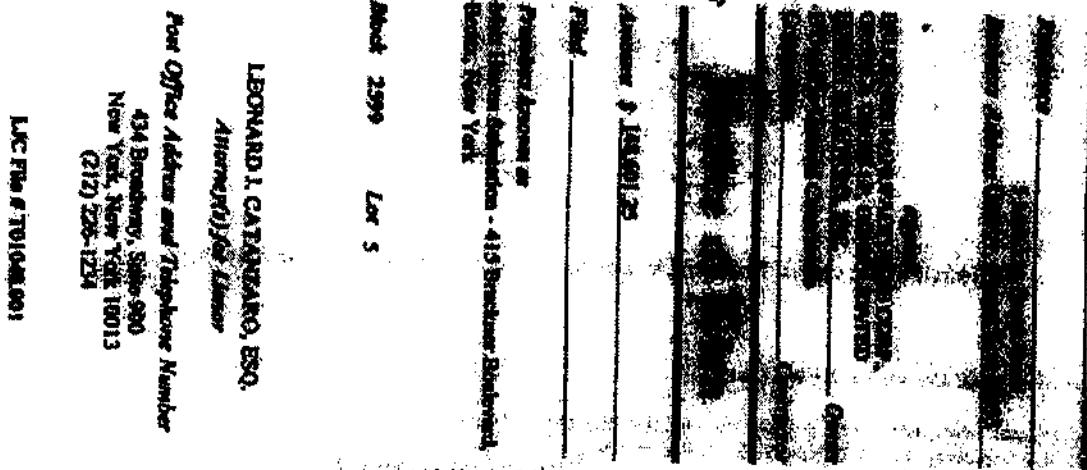
[REDACTED]

STATE OF NEW YORK, COUNTY OF NEW YORK

on November 22, 2013

THE BOSTONIAN

* Editor's note: Serve five days before the date of the trial.



Amended Affidavit of Service of Notice of Mechanic's Lien on Owner, Agent or Attorney*

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013 on December 3, 2005 19 served the within Notice of Mechanic's Lien

on BRUCKNER MANUFACTURING CORP., the owner herein at 415 Bruckner Boulevard, Bronx, New York 10455 and also on GROSS & GROSS LLP, the owner herein at 371 Merrick Road, Rockville Centre, NY 11570 and also on CONSOLIDATED EDISON SOLUTIONS, INC., the owner herein at 413 Bruckner Boulevard, Bronx, New York 10454 and 4 Irving Place, New York, NY 10003 by delivering a true copy to said owner personally. Deponent knew the person so served to be the owner.

as the owner could not be found, by delivering a true copy to the *agent attorney of the owner*.

by leaving it at the last known place of residence of the owner in the city or town in which the real property or some thereof is situated, with a person of suitable age and discretion.

by depositing a true copy of same, enclosed in a *certified registered mail*, postpaid, properly addressed wrappi an official depository of the United States Postal Service in New York State.

as the owner has no last known place of residence in the city or town in which the real property or some part thereof is situated, or the owner could not be found, and has no agent or attorney, by affixing a true copy thereof conspicuously such property, at *m.* (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon).

as the owner is a corporation, by personally delivering a true copy and leaving it with the *president vice-president secretary clerk cashier treasurer director managing agent* corporation.

as the owner is a corporation, and no officer of the corporation could be found within the state, by affixing a true copy conspicuously on such property at *m.* (between the hours of nine o'clock in the forenoon and four o'clock in the afternoon).

as the owner is a corporation, by depositing a true copy of same, enclosed in a *certified registered mail*, properly addressed wrappi, in an official depository of the United States Postal Service in New York State.

Sworn to before me on this 3rd day of December, 2005

[Signature]
Notary Public

S.R.I.

7/10/07
STANLEY B. KATZ
Notary Public, State of New York
No. 31-1630171
Qualified in New York County
Commission Expires 7-26-11

[Signature]
LEONARD J. CATANZARO, ESO.

block 259
LOT - 7

* Editor's note: Serve five days before or 30 days after filing the Notice of Mechanic's Lien. See Lien Law §11.

Affidavit of Service by Certified Mail

Bronx, NY
Date: 10/02/07Fee
Total
Change55.00
55.00
0.00
Date: 10/02/07 10:45 AM FEDERAL

STATE OF NEW YORK, COUNTY OF NEW YORK

ss.:

The undersigned, being duly sworn, deposes and says that deponent is over 18 years of age and resides at 434 Broadway, Suite 900, New York, New York 10013
on December 2, 2003 19 the undersigned served the within Notice of Lien on

D'Onofrio General Contractors Corporation

the contractor at 202 28th Street, Brooklyn, New York 11232
SEE ALSO ***

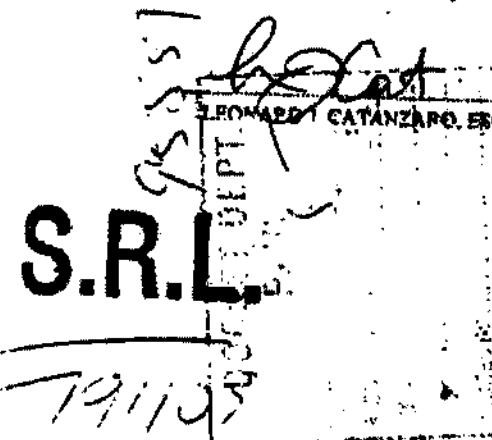
by depositing a true copy of same, enclosed in a certified mail, postpaid, properly addressed wrapper, in an official deposit box at the United States Postal Service in New York State.

Sworn to before me on
the 2nd day of December 2003

Notary Public

STANLEY B. KATZ
Notary Public, State of New York
No. 31-4830171
Qualified in New York County
Commission Expires 12/31/07 SC

Faberware
1515 Broadway
New York, New York 10036



* Editor's note: Serve a copy of Notice of Mechanic's Lien on contractor or subcontractor simultaneously or within 30 days of filing Notice of Mechanic's Lien. File proof of service with County Clerk within 35 days after Notice of Mechanic's Lien is filed. See Lien Law §111-b.

Mechanic's Lien

TERRA DINAMICA, LLC
Residence: 5 Meadow Brook Road
Business Address: Granby, Connecticut 06035

Claimant:

against:
BRUCKNER MANUFACTURING CORP.
GROSS & GROSS LLP CONSOLIDATED
EDISON SOLUTIONS, INC.
D'Onofrio General Contractors
Corporation

Notice of Lien

Amount: \$ 145,601.25

Filed

Premises Known as:

Matt Haven Substation - 415 Bruckner Boulevard,
Bronx, New York

Block: 2999 Lot: 5

LEONARD J. CATANZARO, ESQ.
Attorney for Lienor

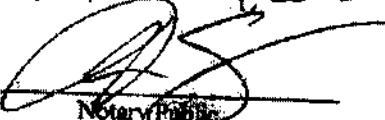
Post Office Address and Telephone Number:
434 Broadway, Suite 900
New York, New York 10013
(212) 226-1234

STATE OF NEW JERSEY
COUNTY OF MORRIS)
SS:

The undersigned, being duly sworn, deposes and says that on or about [REDACTED]
and on February 10, 2006, the undersigned served the within Notice of Lien on [REDACTED]
Contractors Corporation, the X contractor subcontractor [REDACTED]
at 202-28th St., Brooklyn, New York 11232 by depositing a copy of the same in
certified mail postpaid, properly addressed to [REDACTED]
Postal Service.



Sworn to before me this 21st
day of February, 2006



Notary Public

JEANINE COLLETTA
Notary Public
State of New Jersey
My Commission Expires March 5, 2008

80 4093
AB BL-2599
LOT-5

1005072

AFFIDAVIT OF SERVICE OF NOTICE OF ACTION

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS.:

The undersigned, being duly sworn, deposes and says that he is of full age and

on February 3, 2006 served the within Notice of Action, in the following manner:

Corp. the owner located at 415 Broadway, Bronx, New York, New York 10011, and 101

- by delivering a true copy to said owner personally, John Doe, who was John Doe to be the owner.
- as the owner could not be found, by delivering a true copy to the John Doe, who was John Doe the owner.
- by leaving it at the last known place of residence of the owner in the county in which the real property or some part thereof is situated, with appropriate postage.
- by depositing a true copy of same, enclosed in a John Doe postpaid, properly addressed wrapper, in an office of the United States Post Office Service.
- as the owner has no last known place of residence but is known to be in the state, by mailing a true copy to the John Doe, who was John Doe agent or attorney, by John Doe the owner.
- as the owner is a corporation, by personally delivering a true copy to the John Doe president John Doe, vice president John Doe, treasurer John Doe, director John Doe managing agent of the corporation.
- as the owner is a corporation, and no offices of the corporation could be found in the state, by affixing a true copy conspicuously on each property.

804093
#1
BL-2899
Lot-5

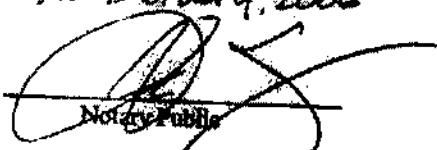
1006676

1

as the owner is a corporation, by depositing a true copy of this instrument in the United States Mail, postage prepaid, in an authorized depository of the United States Postal Service.



Sworn to before me this 21st
day of January, 2006



JEANNE COLLIGAN
A Notary Public of New Jersey
My Commission Expires March 9, 2007

1008675

2

Exhibit "H"



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Moth Haven located at Bronx, NY ("Project"); and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 4 checks in the amount of \$ 800,000 for Work performed on the Project during the period 04/01/06 to 04/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 800,000 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier	<u>Total Amount Owing</u>
--	---------------------------

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

SA-00-19614

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT



Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc., being duly sworn, acknowledge the foregoing on this 30th day of June, 2006 and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

By:

A handwritten signature of Steve Allard in black ink.

(Signature of Subcontractor, Supplier, or Materialman)

STATE OF CONNECTICUT)

) ss:

COUNTY OF Litchfield)

Subscribed and sworn to before me this 30th day of June, 2006 under the penalty of false statement.

A handwritten signature of Angela C. Kackowski in black ink.

Notary Public
My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Moth Haven located at Bronx, NY ("Project"); and
Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 5/15/06 in the amount of \$ 582,825 for Work performed on the Project during the period 05/01/06 to 05/31/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 582,825 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
<u>None</u>	

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2004179616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

~~STRUCTURES~~
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

Steve Allard being the CFO of Builders Resource Inc.,
being duly sworn, acknowledge the foregoing on this 30th day of JUNE, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

Steve Allard

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 30th day of JUNE, 2006 under the
penalty of false statement.

Angela C. Kackowski

Notary Public
My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

STRUCTURES
(CONN) INC.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Matt Haven located at Bronx, NY ("Project"); and
Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 01/15/06 in the amount of \$ 854,456 for Work performed on the Project during the period 01/01/06 to 06/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,439,281 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
<u>None</u>	

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

EW/179616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

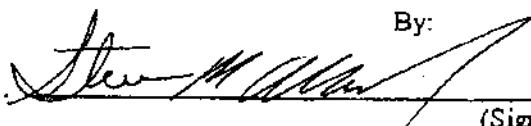
ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc.
being duly sworn, acknowledge the foregoing on this 30th day of June, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

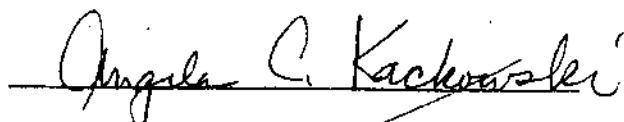


(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 30th day of June, 2006 under the
penalty of false statement.



Notary Public
My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mott Haven located at Bronx, NY ("Project"); and Insulation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/14/06 in the amount of \$ 307,714 for Work performed on the Project during the period 7/1/06 to 7/8/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 1,746,995 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
--	---------------------------

None

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

EX-2007-0616

1023 Waterbury Road • Thomaston, CT 06787-2028 • (860) 283-8281 • FAX (860) 283-0165

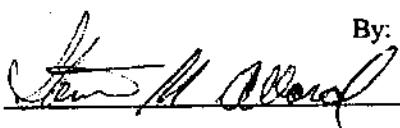
ATLANTA • AUSTIN • BURLINGTON, ONTARIO • LOS ANGELES • MIAMI • OKLAHOMA CITY • ORLANDO • PHOENIX • STONEY CREEK, ONTARIO • TAMPA • THOMASTON, CT

STRUCTURES
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource, Inc.
being duly sworn, acknowledge the foregoing on this 14th day of July, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

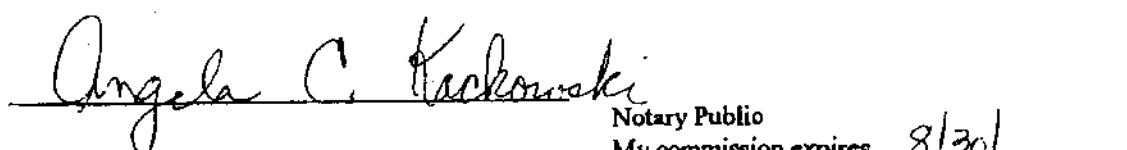


(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT

) ss:
COUNTY OF Litchfield

Subscribed and sworn to before me this 14th day of July, 2006 under the
penalty of false statement.



Notary Public
My commission expires 8/30/

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc., (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Matt Haven located at Bronx, NY ("Project"); and
Con-Ed Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/06 in the amount of \$ 583,588 for Work performed on the Project during the period 7/1/06 to 7/30/06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,022,819 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
--	---------------------------

None

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2006-10614



Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CFO of Builders Resource Inc,
being duly sworn, acknowledge the foregoing on this 13th day of July, 2006
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

By:

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 13th day of July, 2006 under the
penalty of false statement.

Angela C. Kackowski

Notary Public

My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008



PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mett Haven located at Bronx, NY ("Project"); and Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/31/01 in the amount of \$210,905 for Work performed on the Project during the period July 1, '01 to July 31, '01.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$2,540,786.00 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
--	---------------------------

Note _____

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

2004179814



Contractor as of the date hereof including any guarantees or warranties.

I, Steve Allard being the CEO of Builders Resource Inc. being duly sworn, acknowledge the foregoing on this 4th day of August, 2006 and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

By:

A handwritten signature of Steve Allard in black ink.

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT)

COUNTY OF Litchfield) ss:

Subscribed and sworn to before me this 4th day of August, 2006 under the
penalty of false statement.

A handwritten signature of Angela C. Kackowski in black ink.

Notary Public
My commission expires 8/31/08

ANGELA C. KACKOWSKI
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

**CORESLAB.
STRUCTURES**
(CONN) INC.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builder Source Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as 57 Bruckner Blvd, Bronx, NY "Project"; and

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 7/15/01 in the amount of \$ 210,205.00 for Work performed on the Project during the period 7/15/01 to 7/31/01.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 2,330.83 (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
--	---------------------------

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

**CORESLAB.
STRUCTURES**
(CONN) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, Steven M. Allard being the 10 of Builders Resource Inc.
being duly sworn, acknowledge the foregoing on this 16th day of August 2007
and certify that this is a true and accurate statement intending to induce Coreslab Structures (Conn.)
Inc. to rely on the statements and certifications contained herein. This waiver and release shall be
binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades
Contractor.

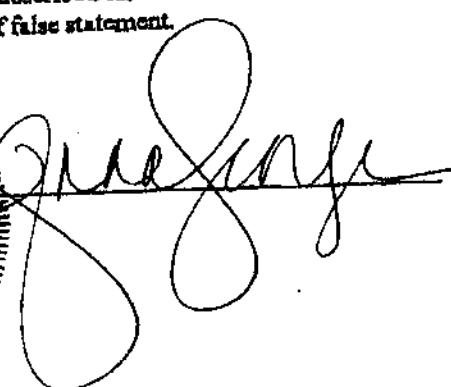
By:

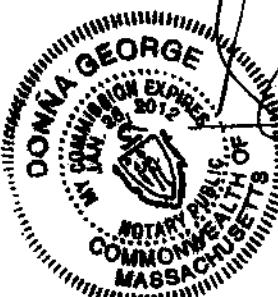

(Signature of Subcontractor, Supplier, or
Materialman)

STATE OF CONNECTICUT

COUNTY OF Dorchester ss:

Subscribed and sworn to before me this 16th day of August 2007 under the
penalty of false statement.


Notary Public
My commission expires 1/26/2012





Mr. 0111-6
Aug.

PARTIAL WAIVER/RELEASE OF LIEN FORM (CONNECTICUT)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Builders Resource Inc. (the "Trades Contractor"), has entered a Subcontract or other Agreement with CORESLAB STRUCTURES (CONN.) INC. to perform Work consisting of the furnishing of labor, materials, services, equipment and/or machinery for the project known as Mod Haven located at Bronx, NY ("Project"); and
Substation

WHEREAS, the Trades Contractor has submitted to Coreslab Structures (Conn.) Inc. a progress payment requisition dated 8-29-06 in the amount of \$ 951,583.00 for Work performed on the Project during the period 8-1-06 to 8-31-06.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Trades Contractor hereby waives, releases and forever relinquishes any and all claims, demands, liens, and/or right(s) of action, whether legal or equitable, against the above Project and any bond related to the Project, the Owner and Coreslab Structures (Conn.) Inc. for and on account of and all labor, materials, services, equipment, and/or machinery furnished by or through the Trades Contractor for the Project, it being understood, however, that this waiver and release will be effective (1) upon Trades Contractor's receipt of the payment for which this Release is given and (2) in the amount of \$ 3,492,371 ✓ (total contract payment made through the date hereof including the enclosed requisition).

In consideration of the payment sought hereby, the Trades Contractor represents and warrants that all labor, material, services, equipment and/or machinery used or provided by or through the Trades Contractor or its sub-subcontractors, suppliers and/or materialmen through the date hereof have been paid for in full, including taxes of every description, except for the following in the specific amounts set forth:

<u>Address, phone #, contact name of unpaid sub-subcontractor, materialmen or supplier</u>	<u>Total Amount Owing</u>
<u>None</u>	

Sub-subcontractor and/or material supplier Waiver/Release of Lien forms from/for each and every sub-subcontractor and/or material supplier which has not been previously submitted to Coreslab Structures (Conn.) Inc. is attached hereto. The Trades Contractor certifies the validity of the signature on each Waiver/Release of Lien.

Further, the Trades Contractor shall hold harmless, protect and indemnify Coreslab Structures (Conn.) Inc., any Surety, the Owner, and the Project against any claims, demands, liens, and/or rights of action, whether legal or equitable which have accrued or may accrue concerning the labor performed or materials, services, equipment and/or machinery supplied by or through the Trades

ORESLAB.[®]
STRUCTURES
(CONN.) INC.

Contractor as of the date hereof including any guarantees or warranties.

I, John J. Hart, being the President and CFO of Builders Resource Inc., being duly sworn, acknowledge the foregoing on this 30th day of August, 2006, and certify that this is a true and accurate statement intending to induce CoreLab Structures (Conn.) Inc. to rely on the statements and certifications contained herein. This waiver and release shall be binding upon the successor, assigns, heirs, administrators and executors and trustees of the Trades Contractor.

- 8 -

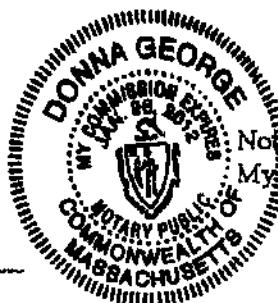
(Signature of Subcontractor, Supplier, or
Materialman)

Massachusetts
STATE OF CONNECTICUT

• *W. H. G. (1980)*

COUNTY OF Worcester

Subscribed and sworn to before me this 30th day of August, 2006 under the
penalty of false statement.



James
00 expires 1/29/2012